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OBERMAYER REBMANN MAXWELL & HIPPEL LLP

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(215) 665-3000

Counsel for Plaintiff

STEPHEN SCHERF, CPA in his capacity as Liquidating Trustee of the North Philadelphia Health System Liquidating Trust,	:
<i>Plaintiff,</i>	:
v.	:
SANDRA DAVIS; <i>et al.</i> ,	:
<i>Defendants.</i>	:

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

DECEMBER TERM 2018
NO. 03176

Scherf Vs Davis Etal-CMAMD



18120317600053

NOTICE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107
Telephone: (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requerir que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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STEPHEN SCHERF, CPA in his
capacity as Liquidating Trustee
of the North Philadelphia Health
System Liquidating Trust,

Plaintiff,

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

DECEMBER TERM 2018
NO. 03176

v.

SANDRA DAVIS; *et al.*,

Defendants.

AMENDED COMPLAINT

Plaintiff Stephen Scherf, CPA, in his capacity as Liquidating Trustee of the North Philadelphia Health System Liquidating Trust (hereinafter, the “Liquidating Trust” or “Plaintiff”), by and through his undersigned counsel, Obermayer Rebmann Maxwell & Hippel LLP, hereby complains of the above-captioned Defendants as follows:

PARTIES

1. Plaintiff, Stephen Scherf, in his capacity as Liquidating Trustee of the North Philadelphia Health System Liquidating Trust, is a certified public accountant with a principal place of business located at c/o Asterion, Inc. 1617 JFK Boulevard, Suite 1040, Philadelphia, PA 19103.

2. Defendant, Sandra Davis, is an individual residing at 256 Stevens Avenue, West Atco, NJ 08004. Sandra Davis is an heir of Rachel Davis, deceased.

3. Defendant, Darius E. Davis a/k/a Darius Davis, as Executor of the Estate of Rachel Hall, Deceased, is an individual with a last known address of 207 Camden Avenue, Winslow Township, NJ 08004. Rachel Hall was an heir of Rachel Davis, deceased. Rachel Hall died on September 24, 2018 leaving a Will dated February 11, 2013. On October 5, 2018, the Camden County Surrogate's Court admitted the Will to Probate under Case No. 2018-2266 and issued Letters Testamentary to Darius E. Davis a/k/a Darius Davis as Executor of the Estate of Rachel Hall, Deceased pursuant to the Last Will of Rachel Hall.

4. Defendant, Classel Davis, is an individual residing at 210 East Florence Street, West Atco, NJ 08004. Cassel Davis is an heir of Rachel Davis, deceased.

5. Defendant, Linda Paz a/k/a Linda D. Paz, as co-Executor of the Estate of Daisey Robinson a/k/a Daisy B. Robinson, is an individual residing at 15 Penfield Lane, Sicklerville, NJ 08081. Daisey Robinson a/k/a Daisy B. Robinson was an heir of Rachel Davis, deceased. Daisey Robinson a/k/a Daisy B. Robinson died sometime in 2017 leaving a last Will dated September 9, 2013, and on September 6, 2017, the Camden County Surrogate's Court admitted the Will to Probate under Case No. 2017-2001 and Letters Testamentary were issued to Linda Paz a/k/a Linda D. Paz and Michael Robinson as co-Executors of the Estate of Daisy Robinson, Deceased, pursuant to the Last Will of Daisy Robinson.

6. Defendant, Michael Robinson, as co-Executor of the Estate of Daisey Robinson a/k/a Daisy B. Robinson, is an individual residing at 1106 Aron's Circle, Sewell, NJ 08080. Daisey Robinson a/k/a Daisy B. Robinson was an heir of Rachel Davis, deceased.

7. Defendant, Kevin Joseph Murphy, Esquire (“Murphy”), is an attorney licensed in Pennsylvania with a principal place of business located at Mazullo & Murphy, P.C., 8 E. Court Street, Doylestown, PA 18901. Murphy is the court-appointed Administrator of the Estate of Rachel Davis, deceased.

8. Defendant, Prosperity Industries, LLC a/k/a Prosperity Real Estate & Investment Services, is a Pennsylvania limited liability company with its office located at 830 South Street, Philadelphia, PA 19166.

9. Defendant, Philly RE Holdings, LLC, is a Pennsylvania limited liability company with its office located at 2501 Wharton Street, Suite B, Philadelphia, PA 19146.

10. Defendant, Brenner Real Estate, LLC, is a Pennsylvania limited liability company with an address located at 808 North 4th Street, Philadelphia, PA 19123.

11. Defendant, Kreate Investments, LLC, is a Delaware limited liability company with a last known address of 2924 N. Woodstock Street, Philadelphia, PA 19132.

12. Defendant Bryheim Murray is an individual doing business under the name “Kreate Investments” with a last known address of 2924 N. Woodstock Street, Philadelphia, PA 19132.

13. Defendant, Noble Abstract Company, Inc. (“Noble”) is a Pennsylvania corporation alleged to be providing title insurance and title services with its office located at 8 E. Court Street, Doylestown, PA 18901. Upon information and belief, Murphy is either an owner of or in control of Noble.

JURISDICTION AND VENUE

14. This Court has jurisdiction over Plaintiff’s causes of action. The subject of this action is real property located in Philadelphia County, Pennsylvania.

FACTS

15. On August 17, 1990, by order of the U.S. Bankruptcy Court for the Eastern District of Pennsylvania and by decree of the Orphans' Court Division of the Court of Common Pleas of Philadelphia County, North Philadelphia Health System ("NPHS") became owner of the assets comprising Girard Medical Center, which was then an acute care hospital located at 801 W. Girard Avenue, Philadelphia, PA 19122. The August 17, 1990 Order is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

16. Since 1990, NPHS has been doing business at 801 W. Girard Avenue under the fictitious name of Girard Medical Center (the "Hospital").

17. The Hospital's main facility occupies, and has occupied for over eighty (80) years, the land and improvements along the northside of W. Girard Avenue from 9th Street, through 8th Street, and to, more or less, Franklin Street, and, then, north through to Thompson Street.

18. The Hospital has operated a non-commercial parking lot (the "Parking Lot") along the north side of Thompson Street from 8th Street east to N. Perth Street, and, then, north into, at least part of, 1331 N. 8th Street for the benefit of the Hospital's professional staff, employees, patients, and visitors.

19. A search of the property records of the City of Philadelphia revealed that the Parking Lot included the real property designated by the City of Philadelphia Office of Property Assessment ("OPA") as Account Number 885131500 and commonly known as 1329 N. 8th Street, Philadelphia, PA 19122 (the "Property").

20. Since at least May 1992, NPHS has occupied the Property, fenced it in with a cyclone fence, paved it over as part of the Parking Lot and used it for the Parking Lot purposes without interruption.

21. At all times relevant to this matter, NPHS has openly, continuously, adversely, exclusively, and notoriously occupied the Property to the exclusion of all others, including those in the chain of title.

22. Under Pennsylvania law, NPHS held title to the Property via adverse possession. *See* 42 Pa.C.S. § 5530.

23. Until August 2017, the Property was vested in Samson Davis Rachel Davis, his wife, pursuant to a Deed dated June 11, 1958 and recorded June 25, 1958 in the Philadelphia Records Department at Deed Book 819, Page 381. The Deed recorded June 25, 1958 is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

24. Upon information and belief from available obituary records, Samson Davis and Rachel Davis abandoned the Property in or around 1960 and relocated to 214 Fair Avenue, Atco, New Jersey 08004.

25. Upon information and belief, Samson Davis died sometime in 2010, with title to the Property vesting in his wife Rachel Davis by operation of law.

26. Upon information and belief, Rachel Davis died on February 24, 2013 as a resident of Winslow Township, New Jersey.

27. On December 30, 2016, NPHS filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the “Bankruptcy Court”)

commencing a bankruptcy case docketed at Case No. 16-18931 (the “Bankruptcy Action”). The Bankruptcy Action, including the voluntary petition for relief, is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

28. Pursuant to section 362 of the Bankruptcy Code, a stay was entered as to any act to obtain possession or exercise control over the bankruptcy estate of NPHS. 11 U.S.C. § 362(a)(3). The Parking Lot constituted property of NPHS’s estate within the meaning of section 541(a) of the Bankruptcy Code and was listed by NPHS in its filed Schedules of Assets and Liabilities.

29. During the pendency of the Bankruptcy Action, NPHS entered into agreements to sell certain NPHS assets, including the real property where the Hospital has conducted business, which encompasses the Parking Lot and the Property.

30. By virtue of an Order entered by the U.S. Bankruptcy Court on August 23, 2017, the Honorable Magdeline D. Coleman, U.S.B.J., ordered NPHS to obtain fee simple legal title to the Property before conveying the Property to the prospective buyer. The August 23, 2017 Order is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

31. On June 30, 2017, NPHS commenced a quiet title action under a theory of adverse possession by filing a Complaint in the Court of Common Pleas of Philadelphia County under docket number 170700059 (the “Quiet Title Action”) in order to formalize ownership of the Property and effectuate the sale pursuant to the Order of the Bankruptcy Court. The Quiet Title Action initially named as defendants, the known and unknown heirs of Rachel Davis. The Quiet Title Action is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

32. On July 3, 2017, NPHS filed a Praeclipe to Index Lis Pendens as to the Property in the Quiet Title Action (“Lis Pendens”). The Lis Pendens is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

33. Thereafter, on or about July 21, 2017, the Office of the Register of Wills of Philadelphia County, Pennsylvania, granted Letters of Administration to Defendant Kevin Joseph Murphy, Esquire (“Murphy”), under File No. A2759-2017, to administer the Estate of Rachel Davis (the “Davis Estate”). The Letters of Administration and attachments thereto are a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

34. Pursuant to the Letters of Administration, the beneficiaries of the Davis Estate are Sandra Davis, Rachel Hall, Classel Davis, Maggie Davis, and Daisey Robinson a/k/a Daisy B. Robinson.

35. In support of his Petition for Probate and Grant of Letters of Administration, Murphy attached executed renunciations of the right to administer the Davis Estate from the heirs of Rachel Davis: Sandra Davis, Rachel Hall, Classel Davis, Maggie Davis, and Daisey Robinson a/k/a Daisy B. Robinson.

36. On or about July 26, 2017, the Davis Estate, by Administrator Kevin Joseph Murphy, Esquire, in consideration of the sum of \$90,000.00, conveyed its interest in the Property to Real Builders, LLC, a Pennsylvania limited liability company (“Real Builders”).

37. Real Builders paid an additional \$14,174.30 in settlement charges associated with its purchase of the Property (the “Transfer”).

38. Noble served as settlement agent for the Transfer, purportedly examining title to the Property and providing title insurance.

39. Pursuant to the HUD-1 Settlement Statement prepared in conjunction with the Transfer, the proceeds from the sale were distributed as follows:

Settlement Charge/Disbursement	Amount
Assignment Fee to Kreate Investments	\$ 55,654.09
Assignment Fee to Philly RE Holdings	4,500.00
Assignment Fee to Brenner Real Estate, LLC	2,000.00
Assignment Fee to Prosperity Industries	3,500.00
Conveyancing Fee to Prosperity Industries	395.00
Estate Administration Fees and Costs to Mazullo & Murphy, P.C.	2,309.50
Title Insurance and Bringdown Fee to First American Title Insurance Co.	1,702.30
Real Estate Taxes and Lien Payoff	18,399.15
Recording and Transfer Charges	3,947.00
Inheritance Tax to Mazullo and Murphy, P.C.	750.00
Water Charges	1,104.95
Cash to Davis Estate	10,000.00
TOTAL	\$104,261.99

A true and correct copy of the HUD-1 Settlement Statement associated with the sale of the Property is attached hereto as Exhibit A.

40. A search of the property records of the City of Philadelphia does not show any assignments recorded against the Property.

41. A search of the property records of the City of Philadelphia does not show any interest in the Property held by Kreate Investments, Philly RE Holdings, LLC, Brenner Real Estate, LLC, or Prosperity Industries.

42. Upon information and belief, Kreate Investments (and/or Bryheim Murray, doing business as Kreate Investments), Philly RE Holdings, Brenner Real Estate, LLC, and Prosperity Industries held no liens, interests, or other claims to the Property.

43. Upon information and belief, Kreate Investments (and/or Bryheim Murray, doing business as Kreate Investments), Philly RE Holdings, Brenner Real Estate, LLC, and Prosperity

Industries did not provide any services in connection with the Transfer to warrant payment of the monies received.

44. Upon information and belief, Noble, at the direction of Murphy and/or the other Defendants, either did not examine an updated title report or did not disclose NPHS's interest in the Property to Real Builders at the time of the Transfer, even though documents in the chain of title reflected the interests of NPHS.

45. At the time of the Transfer, the bankruptcy stay was in full force and effect as to NPHS and its assets, including the Property.

46. At the time of the Transfer, the Quiet Title Action and Lis Pendens were a matter of public record.

47. None of the Defendants disclosed the Transfer to NPHS.

48. Following the Transfer, a Deed in favor of Real Builders was recorded by the Philadelphia Records Department on August 4, 2017 as Document I.D. No. 53248370. The August 4, 2017 Deed is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

49. Thereafter, upon grant of leave from the Court of Common Pleas, NPHS filed an Amended Complaint in the Quiet Title Action on December 18, 2017, naming Real Builders as a defendant and seeking to divest Real Builders of its interest in the Property.

50. On or about February 2, 2018, NPHS and Real Builders entered into a Settlement Agreement wherein Real Builders agreed to execute a fee simple Quit Claim Deed conveying its interest in the Property to NPHS in consideration of the sum of \$65,000.00 paid by NPHS. The Settlement Agreement is a matter of public record within the Bankruptcy Action and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

51. Following approval of the Settlement Agreement by the Bankruptcy Court and performance by NPHS and Real Builders of their respective obligations, NPHS filed a Praeceipe to Settle, Discontinue and End the Quiet Title Action and a Praceipe to Release the Lis Pendens on March 15, 2018.

52. Thereafter, Real Builders executed and delivered a Deed conveying its interest in the Property to NPHS which was recorded in the Philadelphia Records Department on March 15, 2018 as Document I.D. No. 53339045. The March 15, 2018 Deed is a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

53. Pursuant to the HUD-1 Settlement Statement prepared in connection with the sale of the Property by NPHS to Project HOME, a non-profit organization, of the contract sales price of \$137,500.00 for the Property, the sum of \$65,000.00 was paid to Real Builders to close the sale of the Property. A true and correct copy of the HUD-1 Settlement Statement dated March 15, 2018 is attached hereto as Exhibit B.

54. Thereafter, on October 9, 2018, the Bankruptcy Court entered an order confirming the Chapter 11 Plan of Reorganization of NPHS (“Plan”) in the Bankruptcy Action (as the same may be amended or modified from time to time, the “Confirmation Order”). The Confirmation Order and Plan are a matter of public record and incorporated by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).

55. The Plan and Confirmation Order contemplate that a Liquidating Trustee be appointed to perform its duties in accordance with the Plan, the Confirmation Order, and a Liquidating Trust Agreement.

56. Stephen Scherf was appointed the Liquidating Trustee of the Liquidating Trust (the “Liquidating Trust”).

78. As a result of the conspiracy, NPHS incurred a loss in the sum of \$65,000.00 paid to Real Builders, LLC, in order to permit it to convey fee simple legal title to the Property, free of the contrived interests and claims set forth herein, plus attorneys' fees and costs.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in his favor and against Defendants, direct that all monies or other assets transferred, or the value thereof, be paid to Plaintiff plus interest from July 26, 2017, and award Plaintiff attorney's fees, costs of suit, and such other and further relief as this Court deems necessary and just.

DEMAND FOR JURY TRIAL

Plaintiff Stephen Scherf, CPA, hereby requests trial by a jury of twelve (12) members.

OBERMAYER REBMANN MAXWELL &
HIPPEL LLP

Dated: May 28, 2019

By: 
Edmond M. George, Esquire
Michael D. Vagnoni, Esquire
Alicia M. Sandoval, Esquire
Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102
Phone: (215) 665-3000
Fax: (215) 665-3165



EXHIBIT A

A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

Divide by loan amount

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: N-16-6562	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agents are shown. Items marked "(p.o.o.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower: Real Builders LLC		E. Name & Address of Seller: The Estate of Rachel Davis		F. Name & Address of Lender:	
G. Property Location: 1329 North 8Th Street Philadelphia, PA 19122		H. Settlement Agent: Noble Abstract Company 8 East Court Street, Doylestown, PA 18901 Phone: 215-230-3617 Fax: 215-348-8889		I. Settlement Date: 07/26/2017 Disbursement Date: 07/26/2017	
		Place of Settlement: 8 East Court Street, Doylestown, PA 18901		TitleExpress	

K. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	90,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	14,174.30
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	07/26/2017 to 12/31/2017
107. County taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	104,281.99
200. Amounts Paid by or In Behalf of Borrower	
201. Deposit or earnest money	5,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	to
211. County taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/bor Borrower	5,000.00
300. Cash at Settlement from/bor Borrower	
301. Gross amount due from borrower (line 120)	104,281.99
302. Less amounts paid by/bor borrower (line 220)	5,000.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To <input type="checkbox"/> From Borrower	99,281.99

This document is provided for your convenience. It is not a legal document and does not constitute a binding contract. It is intended to provide you with information about the transaction and the amounts involved. It is not required to be signed.

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	90,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	07/26/2017 to 12/31/2017
407. County taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	90,087.69
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	80,087.69
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	to
511. County taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	80,087.69
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	90,087.69
602. Less reductions in amount due seller (line 520)	80,087.69
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	10,000.00

Settlement Charges

700. Total Real Estate Broker Fees Division of commission (line 700) as follows:			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701. \$0.00	to			
702. \$0.00	to			
703. Commission paid at settlement				
800. Items Payable in Connection with Loan				
801. Our origination charge (Includes Origination Point 0.000% or \$0.00)	\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803. Your adjusted origination charges		(from GFE A)		
804. Appraisal fee	to	(from GFE #3)		
805. Credit report	to	(from GFE #3)		
806. Tax service	to	(from GFE #3)		
807. Flood certification	to	(from GFE #3)		
808.	to			
900. Items Required by Lender to be Paid In Advance				
901. Daily Interest charges from from 07/26/2017 to 08/01/2017 @ \$0.03/day		(from GFE #10)		
902. Mortgage Ins. Premium for months to		(from GFE #3)		
903. Homeowner's Insurance for months to		(from GFE #11)		
904.	months to	(from GFE #11)		
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance months @ \$ 0.00/month \$				
1003. Mortgage Insurance months @ \$ 0.00/month \$				
1004. City Property Tax months @ \$ 0.00/month \$				
1005. County Property Tax months @ \$ 0.00/month \$				
1006. Assessments months @ \$ 0.00/month \$				
1007. Aggregate Adjustment \$				
1100. Title Charges				
1101. Title services and lender's title insurance	\$	(from GFE #4)	716.00	
1102. Settlement or closing fee to Mazullo & Murphy \$250.00				
1103. Owner's title Insurance - First American Title Insurance Company \$		(from GFE #5)	962.30	
1104. Lender's title insurance - First American Title Insurance Company \$				
1105. Lender's title policy limit \$0.00 Lender's Policy				
1106. Owner's title policy limit \$90,000.00 Owner's Policy				
1107. Agent's portion of the total title insurance premium to Noble Abstract Company \$817.95				
1108. Underwriter's portion of the total title insurance premium to First American Title Insurance Company \$144.35				
1109. Notary Fee to Mazullo & Murphy \$25.00				
1110. Title Search to First American Title Insurance Company \$440.00				
1200. Government Recording and Transfer Charges				
1201. Government recording charges	\$	(from GFE #7)	257.00	
1202. Deed \$257.00 Mortgage \$ Release \$				
1203. Transfer taxes \$		(from GFE #8)	1,845.00	
1204. City/County tax/stamps Deed \$2,790.00 Mortgage \$				1,395.00
1205. State Tax/stamps Deed \$900.00 Mortgage \$				450.00
1206. Transfer taxes Deed \$ Mortgage \$				
1207. \$				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302. Survey to \$				
1303. Estate Admin to Mazullo and Murphy, PC				
1304. 2017 Real Estate Taxes BRT 88513 to Philadelphia Department of Revenue			1,750.00	
1305. GRB Real Estate Tax Payoff BRT 88 to Philadelphia Department of Revenue			200.31	
1306. Final Gas - No Account to PGW \$			18,198.84	
1307. Final Water 025-87950-01329-602 to Water Revenue Bureau			1,104.95	
1308. Estate Costs Reimbursement to Mazullo and Murphy, PC			550.60	
1309. Breakdown to First American Title insurance Company			25.00	
1310. Inheritance tax to Mazullo and Murphy, PC			750.00	
1311. Assignment Fee to Kreate Investments			55,664.00	
1312. Assignment Fee to Philly RE Holdings			4,500.00	
1313. Assignment Fee to Branner Real Estate LLC			2,000.00	
1314. Assignment Fee to Prosperity Industries			3,500.00	
1315. Conveyancing Fee to Prosperity Industries			395.00	
1400. Total Settlement Charges			14,174.30	80,087.69

*Paid outside of closing by (B)orrower, (S)eller, (L)ender, (I)nvestor, Bro(K)er. **Credit by lender shown on page 1. ***Credit by seller shown on page 1.

Signature Page

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers

REAL BUILDERS LLC

 7/26/17
Shimon Shain

Sellers

THE ESTATE OF RACHEL DAVIS


Administrator, Kevin Joseph Murphy

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


SETTLEMENT AGENT

DATE

7/26/17

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.



EXHIBIT B

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: P-10224 7. LOAN NUMBER: 10 3/98 P-10224.PD/P-10224/9 8. MORTGAGE INS CASE NUMBER:				
		C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "fPOC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
		D. NAME AND ADDRESS OF BUYER: Project HOME, a Pennsylvania n 1415 Fairmount Avenue, Ste 241 Philadelphia, PA 19130		E. NAME AND ADDRESS OF SELLER: North Philadelphia Health System 801 W. Girard Avenue Philadelphia, PA 19122		F. NAME AND ADDRESS OF LENDER: Cash Transaction
		G. PROPERTY LOCATION: 1329 North 8th Street Philadelphia, PA 19121 Philadelphia County, Pennsylvania		H. SETTLEMENT AGENT: 23-2619797 Prestige Abstract Corporation		I. SETTLEMENT DATE: March 15, 2018
J. SUMMARY OF BUYER'S TRANSACTION						
100. GROSS AMOUNT DUE FROM BUYER:						
101. Contract Sales Price		137,500.00				
102. Personal Property						
103. Settlement Charges to Buyer (Line 1400)		4,350.90				
104.						
105.						
<i>Adjustments For Items Paid By Seller in advance</i>						
106. 03/15/18 to 12/31/18		610.45				
107. County Taxes to						
108. Assessments to						
109.						
110.						
111.						
112.						
120. GROSS AMOUNT DUE FROM BUYER		142,461.35				
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:						
201. Deposit or earnest money						
202. Principal Amount of New Loan(s)						
203. Existing loan(s) taken subject to						
204.						
205.						
206.						
207.						
208.						
209.						
<i>Adjustments For Items Unpaid By Seller</i>						
210. to						
211. County Taxes to						
212. Assessments to						
213. stormwater 3/1-3/15		7.65				
214.						
215.						
216.						
217.						
218.						
219. Borrower Funds		137,531.88				
220. TOTAL PAID BY/FOR BUYER		137,539.53				
300. CASH AT SETTLEMENT FROM/TO BUYER:						
301. Gross Amount Due From Buyer (Line 120)		142,461.35				
302. Less Amount Paid By/For Buyer (Line 220)		(137,539.53)				
303. CASH (X FROM) (TO) BUYER		4,921.82				
K. SUMMARY OF SELLER'S TRANSACTION						
400. GROSS AMOUNT DUE TO SELLER:						
401. Contract Sales Price		137,500.00				
402. Personal Property						
403.						
404.						
405.						
<i>Adjustments For Items Paid By Seller in advance</i>						
406. 03/15/18 to 12/31/18		610.45				
407. County Taxes to						
408. Assessments to						
409.						
410.						
411.						
412.						
420. GROSS AMOUNT DUE TO SELLER		138,110.45				
500. REDUCTIONS IN AMOUNT DUE TO SELLER:						
501. Excess Deposit (See Instructions)						
502. Settlement Charges to Seller (Line 1400)		71,962.50				
503. Existing loan(s) taken subject to						
504. Payoff First Mortgage						
505. Payoff Second Mortgage						
506.						
507.						
508.						
509.						
<i>Adjustments For Items Unpaid By Seller</i>						
510. to						
511. County Taxes to						
512. Assessments to						
513. stormwater 3/1-3/15		7.65				
514.						
515.						
516.						
517.						
518.						
519.						
520. TOTAL REDUCTION AMOUNT DUE SELLER		71,970.15				
600. CASH AT SETTLEMENT TO/FROM SELLER:						
601. Gross Amount Due To Seller (Line 420)		138,110.45				
602. Less Reductions Due Seller (Line 520)		(71,970.15)				
603. CASH (X TO) (FROM) SELLER		66,140.30				

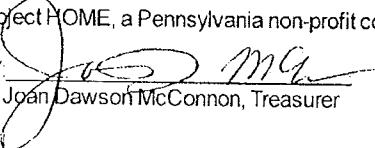
L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price \$ @ %					Paid From Buyers Funds At Settlement	Paid From Sellers Funds At Settlement
<i>Division of Commission (line 700) as Follows:</i>						
701. \$ to						
702. \$ to						
703. Commission Paid at Settlement						
704. to						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee % to						
802. Loan Discount % to						
803. Appraisal Fee to						
804. Credit Report to						
805. Lender's Inspection Fee to						
806. Mortgage Ins. App. Fee to						
807. Assumption Fee to						
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From to @ \$ /day (days %)						
902. MIP Totals for Life Of Loan for months to						
903. Hazard Insurance Premium for 1.0 years to						
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance months @ \$ per month						
1002. Mortgage Insurance months @ \$ per month						
1003. months @ \$ per month						
1004. County Taxes months @ \$ per month						
1005. Assessments months @ \$ per month						
1006. months @ \$ per month						
1007. months @ \$ per month						
1008. months @ \$ per month						
1100. TITLE CHARGES						
1101. Settlement or Closing Fee to						
1102. Abstract or Title Search to Prestige Abstract Corporation Re-write fee 230.00						
1103. Incoming/Outgoing Wire to Prestige Abstract Corporation 35.00						
1104. Courier Fee (2) to Federal Express Real Builders 40.00						
1105. Document Preparation to						
1106. Notary Fees to						
1107. Attorney's Fees to (includes above item numbers))						
1108. Title Insurance to Fidelity National Title Insurance Company 1,235.90 (includes above item numbers))						
1109. Lender's Coverage \$						
1110. Owner's Coverage \$ 137,500.00						
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$ 261.25 ; Mortgage \$; Releases \$ 261.25						
1202. City/County Tax/Stamps: Deed 4,262.50; Mortgage 2,131.25 2,131.25						
1203. State Tax/Stamps: Deed 1,375.00; Mortgage 687.50 687.50						
1204. 2016 and 2018 Real Estate Tax to City of Philadelphia 822.73						
1205. Water/Sewer to Water Revenue Bureau 129.27						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey to						
1302. Pest Inspection to						
1303. Payment Settlement Agreement to Real Builders LLC 65,000.00						
1304. Reimbursements to Buzby & Kutzler 2,921.75						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K) 4,350.90 71,962.50						

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: Project HOME, a Pennsylvania non-profit corporation
Seller: North Philadelphia Health System
Lender: Cash Transaction
Settlement Agent: Prestige Abstract Corporation
(215)561-3220
Place of Settlement: 100 South Broad Street, Suite 1330
Philadelphia, PA 19110
Settlement Date: March 15, 2018
Property Location: 1329 North 8th Street
Philadelphia, PA 19121
Philadelphia County, Pennsylvania

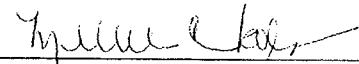
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Project HOME, a Pennsylvania non-profit corporation
BY: 
Joan Dawson McConnon, Treasurer

North Philadelphia Health System

BY: _____
Geri H. Walker
Interim President and CEO

To the best of my knowledge, the HUD-1 Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Prestige Abstract Corporation
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

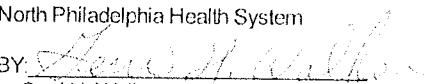
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Project HOME, a Pennsylvania non-profit corporation

BY: _____
Joan Dawson McConnon, Treasurer

North Philadelphia Health System

BY: 
Gerri H. Walker
Interim President and CEO

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Prestige Abstract Corporation
Settlement Agent

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VERIFICATION

I, Stephen Scherf, Plaintiff herein, make this Verification and state that the statements made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information, and belief.

I, the undersigned, understand that the statements therein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

Dated: 5-28-19



Stephen Scherf, CPA
Liquidating Trustee of the
NPHS Liquidating Trust